



August 7, 2014



Dear [REDACTED]:

This Statement of Reasons is in response to the complaint you filed with the U.S. Department of Labor on February 21, 2014, alleging that violations of Title IV of the Labor-Management Reporting and Disclosure Act (LMRDA) occurred in connection with the election of union officers conducted by the International Brotherhood of Teamsters Local 673, on November 7, 2013.

The Department of Labor conducted an investigation of your allegations. As a result of the investigation, the Department has concluded, with respect to the specific allegations, that there was no violation of the LMRDA that may have affected the outcome of the election. Following is an explanation of this conclusion.

You alleged that the opposing slate tampered with and altered the membership mailing list used to conduct campaign mailings for that slate and, as a result, gained an unfair advantage over the incumbent slate. Section 401(c) of the LMRDA requires a union to provide adequate safeguards to insure a fair election. Thus, a union's conduct of an officer election is circumscribed by a general rule of fairness. 29 C.F.R. § 452.110.

The investigation disclosed that during the 2013 election you were the incumbent president of Local 693 and headed a slate of candidates composed entirely of the incumbent officers. During the election, Local 673 did not designate a single printer/ mailing company to process candidates' requests for campaign mailings or to conduct campaign mailings on the candidates' behalf. Instead, the incumbent officers directed the opposing slate to hire Forest Printing, a company that had been doing business with the local for about 15 years, to process and conduct the slate's campaign mailings. The incumbent slate hired a different printer/ mailing company, Consolidated Printing, for its campaign.

During the campaign period, the International forwarded an electronic file containing Local 673's membership mailing information to both Consolidated Printing and Forest

Printing. Consolidated Printing signed the International's "Vendor Electronic File Certification" form acknowledging its receipt of the electronic file. The Vendor Electronic File Certification form directed the vendor not to run the file against the National Change of Address (NCOA) system, and advised the vendor that the information contained in the file could not be altered in any manner. Forest Printing has no record of receiving or signing the Vendor Electronic File Certification for the opposing slate's campaign mailing. A representative of Suburban Mailers, the mailing house that Forest Printing hired to conduct the campaign mailings, stated that he never saw or signed the certification form, and he was not aware of it.

In preparation of the campaign mailings, the printers/mailers uploaded the files they received from the International into the NCOA system. As a result, the NCOA identified 101 updated addresses for the file provided to Consolidated Printing and 97 updated addresses for the one provided to Forest Printing. Consolidated did not mail campaign literature to the 101 updated addresses identified by the NCOA system but instead mailed the materials to the bad addresses contained in the International's file. Forest/Suburban Mailers mailed campaign materials to the 97 updated addresses identified by the NCOA system. The opposing slate's mailing to these 97 updated addresses forms the basis for your allegation that the slate tampered with and altered the membership mailing list.

You were the incumbent president at the time of the 2013 election. The LMRDA imposes a duty on the union and its officers to inform all candidates of the procedures for distributing campaign literature in advance of the campaign period. See 29 C.F.R. § 452.67. The investigation disclosed that the incumbent officers never provided advance notice of distribution procedures to the opposing slate. The incumbent officers made no provision prior to the campaign period to distribute campaign literature, including to whom candidates should direct a request for distribution, the payment required, and any other rules that applied. Instead, the incumbent officers merely directed the opposing slate during the candidates' meeting to hire the local's printer/ mailer, Forest Printing, to process and conduct the opposition's campaign mailings.

The incumbent slate hired a different printer/ mailer, Consolidated Printer, to conduct its campaign mailings. The incumbent officers did not implement uniform procedures for the distribution of campaign literature in advance of or during the campaign period. 29 C.F.R. § 452.67. Nor did they provide instructions to the printers/mailers concerning the procedures for processing campaign mailing requests or concerning any other rules that applied. Thus, any discrepancy concerning the use of the NCOA system to update members' mailing addresses is attributable to the incumbent officers' failure to provide uniform procedures regarding the distribution of campaign materials. In any event, section 401(e) of the LMRDA imposes an affirmative duty on the union to comply with all reasonable requests of a candidate to distribute campaign literature to all members in good standing of the union. 29 C.F.R. § 452.67. Thus, the opposing slate was entitled

to conduct a campaign mailing to all eligible members, including those eligible members for whom the NCOA located better addresses. The LMRDA was not violated.

You alleged that [REDACTED] is an employer and that employer funds were used to support the opposing slate's campaign when he used his cellphone to text campaign messages to members, when he placed campaign stickers on his work trucks and when a photograph of him was used in campaign materials. Section 401(g) of the LMRDA prohibits the use of employer funds to promote the candidacy of any person in an election of officers. This prohibition against the use of employer funds includes any costs incurred by an employer or anything of value contributed by an employer to support the candidacy of any individual in an election. 29 C.F.R. § 452.78.

The investigation showed that [REDACTED] does not employ any employees; he is an employee of a trucking company, and he is the owner/operator of two trucks used to conduct work for that company. [REDACTED] use of his cell phone, truck and photography to support the opposing slate's campaign did not involve the expenditure of employer funds. The LMRDA was not violated.

You alleged that an employer permitted [REDACTED], a retired Local 673 secretary-treasurer and supporter of the opposing slate, to campaign at a work facility and that your slate was not afforded that opportunity. Section 401(g) of the LMRDA prohibits the use of employer funds to promote the candidacy of any person in an election of officers.

The investigation disclosed that [REDACTED] went to the receptionist desk located in the lobby of the employer facility and asked to speak with a manager. However, he left the facility about four minutes later after he was informed that the manager was not available. Both the receptionist and a member who was standing near the receptionist desk when this incident occurred stated during the investigation that [REDACTED] did not campaign or distribute campaign literature. The LMRDA was not violated.

You alleged that a large number of members did not receive ballots in the mail or received ballots too late to vote. Section 401(e) of the LMRDA provides that every eligible member has the right to vote for or otherwise support the candidate or candidates of his choice.

The investigation disclosed that 2,072 ballot packages were mailed on October 16, 2013, and that voted ballots had to be received at the designated post office box no later than November 7, 2013, to be included in the vote tally. The investigation showed that of the 2,072 ballots mailed, 15 ballots were returned as undeliverable, 7 of the undeliverable ballots were re-mailed to better addresses and 6 members requested and were mailed duplicate ballots. The LMRDA was not violated.

Finally, you raised an allegation that, even if true, would not constitute a violation of the LMRDA, and, therefore, that allegation is dismissed. You also raised an allegation

that you did not protest internally to the union. Thus, with respect to that allegation, you did not comply with the enforcement provisions of section 402(a) of the LMRDA, which require that an allegation be protested to the union before it is brought to the Department. *See* 29 C.F.R. § 452.135. Accordingly, this claim is not properly before the Department and is dismissed.

For the reasons set forth above, it is concluded that there was no violation of the LMRDA that may have affected the outcome of the election. Accordingly, the office has closed the file on this matter.

Sincerely,

Patricia Fox, Chief
Division of Enforcement

cc: James P. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N.W.
Washington, DC 20001

Brett Bartosik, President
Teamsters Local 673
1050 West Roosevelt Road
West Chicago, Illinois 60185

Christopher Wilkinson, Associate Solicitor for Civil Rights and Labor-Management